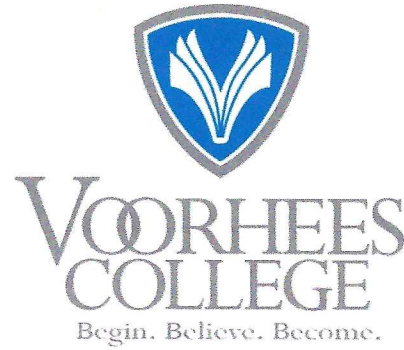


EXHIBIT A-1

Voorhees Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

BETWEEN

VOORHEES COLLEGE

AND

AMERICAN UNIVERSITY OF ANTIGUA, COLLEGE OF MEDICINE

This Memorandum of Understanding is made this 6th day of October, 2020 by and between Voorhees College, hereinafter referred to as VC, an accredited University located in Denmark, South Carolina and American University of Antigua (AUA) College of Medicine, hereinafter referred to as AUA, an accredited College of Medicine located at University Park, Jabberwock Beach Road, Coolidge, Antigua,

WHEREAS VC and AUA share common goals of providing for their students a learner-centric education of the highest quality, granting opportunities to undergraduate minorities and fostering a diverse academic community as well as a diverse physician workforce; and,

WHEREAS, in furtherance of those goals, they each wish to collaborate in areas of interest and benefit to both institution; and,

WHEREAS, as part of that collaboration, the parties wish to establish a program under which students and graduates of VC are guaranteed admission into AUA's MD educational program and scholarship opportunities under the terms and conditions set forth below;

Now, therefore, the parties agree as follows:

I.

VC and AUA hereby agree that graduates of VC shall have:

- guaranteed admission into AUA's MD program provided that they have, at the time of their graduation, a GPA above 3.0 and otherwise meet AUA's admission requirements as set forth on

AUA's website <https://www.auamed.org/admissions/admissions-requirements/> as of the date that the interested applicant applies for admission into AUA's program;

- a waived application fee for interested VC applications;
- an expedited admissions timeline, including application review, interview and decision; and
- upon acceptance, once a student commits their intent to attend, a waiver of the obligation to pay AUA a pre-registration seat deposit.

II.

VC graduates accepted into AUA's MD program under this agreement will also be eligible for a \$5,000 Preferred College Partner Grant:

- this grant will be disbursed in increments of \$1,000 over the course of the 5 academic periods;
- VC will be capped at 5 grants per AUA class (for a total of 10 per academic year), awarded to the first 5 students per AUA class who are accepted into and enroll into AUA's MD program; and
- students receiving the Preferred College Partner Grant will be eligible for other AUA scholarships and awards.

III.

Scholarships

All VC graduates who attend AUA's MD Program and who are underrepresented in medicine may qualify for the Physician Diversification Initiative Scholarship in the amount of \$50,000. To qualify for this scholarship, the VC graduate must have:

- Pre-requisite and undergraduate GPA of 3.25 and above.

IV.

The Chief Academic Officers of both VC and AUA shall designate officials with the primary role of leading this initiative at their respective institutions. These officials, working with other appropriate

administrators at the respective institutions, shall have the following responsibilities:

- act as principal contacts for individual and group activities and plan and coordinate all activities within their institutions as well as with the partner institution;
- distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution;
- periodically review and evaluate past activities and work out new ideas for future cooperative agreements as approved by the chief academic officers;
- allow accessibility for an AUA Associate Director of Admission to meet with students through virtual and in person information sessions; and
- distribute AUA marketing materials to students

V.

This general Memorandum of Understanding shall be identified as the parent document of any future program agreement executed between the parties. A joint degree program or linkage program will require a separate curricular harmonization and Agreement that will be approved by respective faculty bodies and signed by deans and chief academic officers.

VI.

This Agreement anticipates that any exchange of monies based on activities performed for or on behalf of the participating institutions shall be expressed and approved in writing before these activities are performed.

Unless otherwise stated in signed supplementary agreements, each party shall be responsible for its own costs and expenses and the expenses of its personnel (staff, faculty, students and administrators) as may be incurred in the fulfillment of its obligations under this agreement.

Furthermore, neither party shall hold itself out as the agent or representative of the other or otherwise oblige the other to financial responsibility unless as the parties may mutually agree through a supplementary agreement duly signed by the Chief Academic Officers or CEOs of both parties.

VII.

Upon approval by each institution, this agreement shall remain in effect for an initial period of 5 years unless terminated earlier by either institution.

Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty.

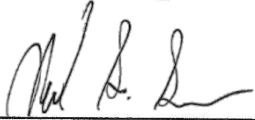
VIII.

If this agreement is terminated, neither VC nor AUA would be liable to the other for any monetary or other losses that may result unless as otherwise stated in a signed supplementary agreement.

In case of termination, each institution agrees to honor the academic plans for students and faculty accepted and approved under this Agreement.

The implementation of this MOU is contingent upon the approval of the chief academic officers and the presidents of both institutions.

Execution of this MOU by the parties may be made in counterpart copies which, together, shall be deemed an original.



10/9/2020

Neal Simon
President

Date

American University of Antigua, College of Medicine



10/6/2020

Name
Title

Bonnie Hopkins
Provost and Vice President for Academic Affairs

Date

Voorhees College